

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

AGREEMENT NO. 20-753-EP

THIS AGREEMENT is made, on the date of execution by the County, between **Image Trend, Inc.**, with a place of business at 20855 Kensington Blvd, Lakeville, MN 55044 ("Contractor"), a corporation duly organized under the laws of Minnesota which is authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Exhibit A - ImageTrend Service Level Agreement
- Exhibit B - Contract Pricing
- Exhibit C - Nondisclosure Agreement
- Exhibit D - Business Associate Agreement
- Exhibit E – Scope of Work for FRMS Module Implementation
- Exhibit F – ImageTrend Software Licensing Terms
- Exhibit G – ePHI Data Export (*Billing Export to McKesson*)
- Exhibit H – ePHI Data Export (*Data Mart*)

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit E) and "Contract Pricing" (Exhibit B), the primary purpose of the Work is to provide software licensing, support, and maintenance of Fire Records Management System (FRMS) and Electronic Patient Care Reporting System (ePCRS). The system will log all aspects and activities related to the Arlington County Fire Department's response to an incident report. The system will be used to store information for the National Fire Incident Reporting System (NFIRS) <http://www.nfirs.fema.gov/>. This will provide a standardized approach to reporting vital information to reduce fire deaths, injuries and property losses. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on January 2, 2020 or the date of the execution of the Agreement by the County and must be completed no later than January 1, 2021 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from January 2, 2021 to January 1, 2025 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract.

5. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor within forty-five days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

6. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

7. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

8. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

9. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

10. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

11. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis

prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

12. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

13. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

14. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 30 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other

reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

15. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

16. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

17. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

- (a) **Security Requirements.** The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store County Data into hard drives must provide data-at-rest encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto laptops, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.
- (b) **Conclusion of Contract.** Within 60 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in the nationally recognized NEMESIS format. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (c) **Notification of Security Incidents.** The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any unintended access to or use or disclosure of County Information.
- (d) **Subcontractors.** If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

18. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

19. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

20. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

21. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

22. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

23. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

24. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

25. AUDIT

The Contractor must so certify in writing as part of the audit report to the County. The Contractor must allow the County to review its records specifically relating to this Agreement and as the County deems necessary for audit purposes within 15 calendar days of the County's receipt of the findings.

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose

of the documents if the County objects.

26. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

27. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

28. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

29. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

30. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

31. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

32. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

33. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

34. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

35. ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

36. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION or DATA SECURITY AND PROTECTION.

37. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

38. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

39. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Michael J. McBrady, CEO
ImageTrend Inc.
20855 Kensington Blvd
Lakeville, MN 55044

TO THE COUNTY:

Anne Marsh, Project Officer
Arlington County Government Fire Department
2100 Clarendon Blvd, Suite 400

Arlington, VA 22201

AND

Sharon Lewis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

40. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

41. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

42. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

43. ACCESSIBILITY OF WEB SITE

If any work performed under this Contract results in the design, development or maintenance of or responsibility for the content or format of any County web sites or for the County's presence on third-party web sites, the Contractor must perform such work in compliance with ADA.

44. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit

must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.

- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Cyber Insurance - \$1,000,000 per occurrence/aggregate
- e. The contractor shall require all subcontractors to maintain during the term of this Contract, Commercial, General Liability Insurance, Business Automobile Liability Insurance, and Workers Compensation Insurance in the same form and manner as specified for the Contractor shall maintain subcontractor's certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any Liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

- f. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- g. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- h. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- i. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this contract, Commercial General Liability insurance, Business Automobile Liability Insurance, and Workers Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractor's certificates of insurance to the County immediately upon request by the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

45. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

REMAINDER OF THE PAGE IS INTENTIONALLY BLANK

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

IMAGE TREND, INC.

AUTHORIZED
SIGNATURE: Francine Morris

AUTHORIZED
SIGNATURE: JT
Joseph T. Graw: (Feb 14, 2020)

NAME: Francine Morris

NAME: Joseph T. Graw

TITLE: Procurement Officer

TITLE: President/COO

DATE: February 14, 2020

DATE: Feb 14, 2020

EXHIBIT A: IMAGE TREND SERVICE LEVEL AGREEMENT ATTACHMENT

This attachment exists for the purpose of creating an understanding between ImageTrend and Client who elects to host the application on ImageTrend's servers. It is part of our guarantee for exceptional service levels for as long as the system annual support fee is contracted. This Service Level Agreement (SLA) applies to any site or application hosted in our datacenter as contracted.

Hosting at the ImageTrend's Datacenter

ImageTrend's hosting environment provides 99.5% availability and is comprised of state-of-the-art Blade Servers and SAN storage that are configured with the no single point of failure through software and infrastructure virtualization, blade enclosure redundancies and backup storage policies. Our Microsoft SOFS SAN has a fiber channel backend, has dual storage controllers with redundant power supplies and redundant paths to disk, and hot swappable drives. We do offsite replication to disk on a second SAN. Scheduled maintenance and upgrades do not apply to the system availability calculation and all Clients are properly notified of such scheduled occurrences to minimize accessibility interruptions. Maintenance occurs the last Wednesday of each month between 9 and 11pm Central.

Hardware

ImageTrend server hardware is configured to prevent data loss due to hardware failure and utilize the following to ensure a quick recovery from any hardware related problems.

- Independent Application and Database Servers
 - Microsoft SQL Server 2014
 - Microsoft Windows Server 2016
- Redundant Power Supplies
- Off-Site Idle Emergency Backup Servers (optional)
- Cisco 5516x ASA Firewall with IDS/IPS and VPN
- Redundant Disk configuration
- Disk Space allocation and Bandwidth as contracted

Physical Facility

The ImageTrend utilizes industry leading colocation facilities are located in Eagan, Minnesota and Dallas Forth-Worth. Requirements such as power supply and power conditioning, normal and peak bandwidth capacity, security and fail over locations are all part of an overall strategy to provide the most reliable hosting facility possible.

- UL Certified® containerized power units feed each data hall
- High-efficiency Tri-mode cooling design & delivery offers PUE reduction
- Diverse & secure utility entry points
- Dual MMRs (Meet-Me-Rooms) offer unsurpassed network-neutral fiber interconnection to a multitude of providers
- Independent on-site A & B power generation

- Multi-MegaWatt utility feeds in a fully redundant (2N) A/B configuration
- 20MW of power capacity

Data Integrity

ImageTrend applications are backed up daily allowing for complete recovery of data to the most recent backup:

- Daily Scheduled Database and Application Backups.
- Daily Scheduled backup Success/Failure notification to ImageTrend staff

Application and Hosting Support

ImageTrend provides ongoing support as contracted for their applications and hosting services, including infrastructure. This includes continued attention to product performance and general maintenance needed to ensure application availability. Support includes technical diagnosis and fixes of technology issues involving ImageTrend software. ImageTrend has a broad range of technical support services available in the areas of:

- Web Application Hosting and Support
- Subject Matter Expert Application Usage Support
- Web Application Development/Enhancement
- Database Administration/Support
- Project Management
- Systems Engineering/Architecture

ImageTrend offers multi-level technical support, based on level-two user support by accommodating both the general inquiries of the administrators and those of the system users. We will give the administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to ImageTrend.

ImageTrend's Support Team is available online 24/7 at www.imagetrend.com/support with the call center staffed Monday through Friday from 7:30 am to 6:00 pm CST at:

Toll Free: 1-888-469-7789

Phone: 952-469-1589

Online Support

ImageTrend offers an online support system which incorporates around-the-clock incident reporting of all submitted tickets to ImageTrend's application support specialists. Once a Client submits a support ticket, he or she can track the progress with a secure login to the support application. The system promotes speedy resolution by offering keyword-based self-help services and articles in the knowledgebase, should Clients wish to bypass traditional support services. Ticket tracking further enhances the efforts of Support Desk personnel by allowing ImageTrend to identify patterns which can then be utilized for improvements in production, documentation, education and frequently asked questions to populate the knowledgebase. The support ticket tracking system ensures efficient

workflow for the support desk specialists while keeping users informed of their incident's status. Support patterns can be referenced to populate additional knowledgebase articles.

Incident Reporting Malfunctions

ImageTrend takes all efforts to correct malfunctions that are documented and reported by the Client. ImageTrend acknowledges receipt of a malfunction report from a Client and acknowledges the disposition and possible resolution thereof according to the chart below.

Severity Level	Example	Acknowledgement of Error Notice	Goal timeline to respond with resolution plan
High/Site Down	<ul style="list-style-type: none"> - Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted that is necessary for usage of the software 	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six hours
Medium	<ul style="list-style-type: none"> - Minor subsystem failure -Data entry or access impaired on a limited basis. 	Within four (4) hours of initial notification	24 Business hours
Low	<ul style="list-style-type: none"> - User error (i.e. training) or forgotten passwords - Issue can or must be delegated to local Client contact as a first level of response for resolution 	Same day or next business day of initial notification	As appropriate depending on nature of issue and party responsible for resolution

Service Requests (enhancements)

ImageTrend maintains a UserVoice page for its products. UserVoice is a voting platform that allows customers to suggest and vote on enhancement ideas. UserVoice helps ImageTrend prioritize the most important product enhancements across all ImageTrend users. That portal is available at <https://imagetrend.uservoice.com> (requires valid ImageTrend credentials). If an enhancement request is specific to one Client and deemed to be outside of the original scope of the product, then the enhancement will be evaluated by the product management team. After this, ImageTrend may present a High Level Estimate of the work effort involved with developing the feature. If that high level estimate is approved by the Client, a Statement of Work is written and presented to the Client. These requests are subject to our standard rates and mutual agreement. Clients review and approve the scope, specification and cost before work is started to ensure goals are properly communicated.

Product release management is handled by ImageTrend using standard development tools and methodologies. Work items including, tasks, issues, and scenarios are all captured within the system. Releases are based on one or more iterations during a schedule development phase. This includes by not limited to: development, architecture, testing, documentation, builds, test and use cases. Submissions of issues or requests are documented within our Product Management system and from there workflow is created to track the path from initial request to resolution.

Out of Scope

Client may contract with ImageTrend for Out of Scope services. This will require a separate Statement of Work and will be billed at ImageTrend’s standard hourly rate. The client will then have an amendment executed contractually in accordance with Section 29. Amendments and submit to the Contractor a PO prior to proceeding with additional work.

Maintenance and Upgrades

System/product maintenance and upgrades, if applicable, are included in the ongoing support and warranty as contracted. These ensure continued attention to product performance and general maintenance. Scheduled product upgrades include enhancements and minor and major product changes. Customers are notified in advance of scheduled maintenance. It is the Client’s responsibility to accept all offered updates and upgrades to the system. Image Trend Elite customers have the option of enrolling in one of the release rounds as detailed below to provide greater control over the update schedule. To choose a release round, please inform your Implementation Coordinator, or Image Trend Support if you wish to change your original selection. If the Client does not accept these updates, Client is advised that ImageTrend, at its discretion, reserves the right to limit support offered for previous versions. All code releases maintain the integrity of any client specific configurations (i.e. templates, addresses, staff information, active protocols, etc.).

Release Groups

ImageTrend Elite Release Rounds	
Release Group 1	Updates occur every 2 weeks, and includes the demo site and sites which are still in implementation (not yet live). It occurs between Wednesday and Monday, depending on the specific release.
Release Group 2 (default)	This round includes the majority of current sites. Clients are sent a notification email approximately one week ahead of time with the date/time of the update, and the highlights of the release. Release notes are also made available. These updates occur every two weeks, approximately one week after Release Group 1. This update always occurs on a Wednesday, between 8am and 1pm Central Time.
Release Group 3	This group of sites receives updates once a month. Clients are sent a notification email approximately one week ahead of time with the date/time of the update, and the highlights of the release. This update always occurs on the first Tuesday of every month between 8am and 9am Central Time. This version is the latest Stable release (e.g. not the latest release from Round 1 or 2, instead a trailing release)

Escalation

Our support staff is committed to resolving your issues as fast as possible. If they cannot resolve your issue, they will identify the course of action that they will be taking and indicate when an answer will be available. They in turn will seek assistance from the designated developer. The next level of escalation goes to the Project Manager, who also addresses all operational issues on an ongoing basis and reviews the issue log regularly to assess product performance and service levels. Senior Management will handle issues requiring further discussion and resolution. Any issues to be determined to be of a critical nature are immediately escalated accordingly.

Availability

Availability Objective: ImageTrend will provide 99.5% Availability (as defined below) for the ImageTrend Network Services within ImageTrend's Immediate Control. For purposes, hereof, "**Availability**" or "**Available**" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("**ISP**") circuit termination point on the router in ImageTrend's data center (*i.e.*, public Internet connectivity).

Specifically excluded from the definition of "**Immediate Control**" are the following:

- a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.
- b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.
- c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.
- d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.
- e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: $((a - b) / a) \times 100$, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

AGREEMENT NO. 20-753-EP
EXHIBIT B – PRICING

One-Time Fees				
Elite™ Rescue – License	1	One Time	\$20,000.00	\$20,000.00
Elite™ Rescue Setup	1	One Time	\$12,000.00	\$12,000.00
Elite™ Field – License	1	One Time	\$28,000.00	\$28,000.00
Statewide Elite™ Field Credit-License	1	One Time	(\$28,000.00)	(\$28,000.00)
Data Mart™ License Continuous Delivery-2 Sources	1	One Time	\$30,000.00	\$30,000.00
Visual Informatics™	1	One Time	\$9,500.00	\$19,000.00
Onsite Training Session	3	One Time	\$1,000.00	\$3,000.00
(1) Onsite Training Representative	1	One Time	\$1,500.00	\$1,500.00
Travel-1 Person/3 Days Onsite	4	One Time	\$125.00	\$500.00
Webinar Training-4 Hours @ \$125 per hour				
Recurring Fees - EMS				
Elite™ Rescue Hosting	1	Recurring	\$7,000.00	\$7,000.00
Elite™ Rescue Support	1	Recurring	\$8,000.00	\$8,000.00
Elite™ Field –Support	1	Recurring	\$2,800.00	\$2,800.00
Statewide Elite™ Field –Support Credit	1	Recurring	(\$2,800.00)	(\$2,800.00)
CAD Distribution - CAD Vendor: TriTech	1	Recurring	\$2,500.00	\$2,500.00
TeleStaff Distribution	1	Recurring	\$7,500.00	\$7,500.00
Data Mart™ Annual Support	1	Recurring	\$3,750.00	\$3,750.00
Visual Informatics™	1	Recurring	\$2,460.00	\$2,460.00
Billing Integration with McKesson	1	Recurring	Include	Included
GER Integration- NVERS Patient Tracking-Support	1	Recurring	\$2,100.00	\$2,100.00
Elite Viewer (Hospital Dashboard)	1	Recurring	Include	Included
Physio Control-Lifepack 15 Integration	1	Recurring	Include	Included
Recurring Fees - Fire				
Elite™ Rescue Hosting	1	Recurring	\$7,000.00	\$7,000.00
Elite™ Rescue Support	1	Recurring	\$8,000.00	\$8,000.00
Elite™ Field –Support	1	Recurring	\$2,800.00	\$2,800.00
Statewide Elite™ Field –Support Credit	1	Recurring	(\$2,800.00)	(\$2,800.00)
CAD Distribution EMS & Fire - CAD Vendor: TriTech	1	Recurring	\$2,500.00	\$2,500.00
TeleStaff Distribution	1	Recurring	\$7,500.00	\$7,500.00
Data Mart™ Annual Support	1	Recurring	\$3,750.00	\$3,750.00
Visual Informatics™	1	Recurring	\$2,460.00	\$2,460.00
			TOTAL Year 1	\$150,520.00
			TOTAL Year 2	\$66,455.60
			TOTAL Year 3	\$68,449.27
			TOTAL Year 4	\$70,502.75
			TOTAL Year 5	\$72,617.83

EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of ImageTrend, Inc ("Contractor"), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 20-753-EP (the "Project" or "Main Agreement") or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict security and access control. Any County Information that is accessible will not leave Contractor's work site or the

County's physical facility, if the Contractor is working onsite, without written authorization of the County Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.


Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, or running the latest version of an industry-standard virus protection program. The Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature:  Joseph T. Graw (Feb 14, 2020)

Printed Name and Title: Joseph T. Graw President/COO

Date: Feb 14, 2020

EXHIBIT D

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is hereby entered into between ImageTrend, Inc (hereafter referred to as "Business Associate") and the County Board of Arlington County, Virginia (hereafter referred to as "Covered Entity" or "County") (collectively "the parties") and is hereby made a part of any Underlying Agreement for goods or services entered into between the parties.

Recitals

The County provides services to its residents and employees which may cause it or others under its direction or control to serve as covered entities for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The County, in its capacity as a covered entity, may provide Business Associate with certain information that may include Protected Health Information (PHI), so that Business Associate may perform its responsibilities pursuant to its Underlying Agreement(s) with and on behalf of County.

Covered Entity and Business Associate intend to protect the privacy of PHI and provide for the security of any electronic PHI received by Business Associate from Covered Entity, or created or received by Business Associate on behalf of Covered Entity in compliance with HIPAA; in compliance with regulations promulgated pursuant to HIPAA, at 45 CFR Parts 160 and Part 164; and in compliance with applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") and any applicable regulations and/or guidance issued by the U.S. Department of Health and Human Services ("DHHS") with respect to the HITECH Act (collectively "federal law").

WHEREAS, federal law and the specific regulations promulgated pursuant to HIPAA at 45 CFR § 164.314, 45 CFR § 164-502(e) and 45 CFR § 164.504(e) require a Covered Entity to enter into written agreements with all Business Associates (hereinafter "Business Associate Agreement");

WHEREAS, the parties desire to comply with HIPAA and desire to secure and protect such PHI from unauthorized disclosure;

THEREFORE, **Business Associate and Covered Entity**, intending to be legally bound, agree as follows. The obligations, responsibilities and definitions may be changed from time to time as determined by federal law and such changes are incorporated herein as if set forth in full text:

1) Definitions

The capitalized terms used in this Business Associate Agreement shall have the meaning set out below:

- a) **Accounting**. "Accounting" means a record of disclosures of protected health information made by the Business Associate.

- b) **Breach**. "Breach" means the acquisition, access, use, or disclosure of protected health information in a manner not permitted by this Business Associate Agreement and/or by HIPAA, which compromises the security or privacy of the protected health information. For purposes of this Business Associate Agreement, any unauthorized acquisition, access, use, or disclosure of protected health information shall be presumed to be a breach.
- c) **Business Associate**. "Business Associate" means a person who creates, receives, maintains, or transmits protected health information on behalf of a Covered Entity to accomplish a task regulated by HIPAA and not as a member of the Covered Entity's workforce. A Business Associate shall include, but is not limited to, a non-workforce person/entity who performs data processing/analysis/transmission, billing, benefit management, quality assurance, legal, actuarial, accounting, administrative and/or financial services on behalf of the Covered Entity involving protected health information. A Business Associate also includes a subcontractor.
- d) **Covered Entity**. "Covered Entity" means a health plan, a health care clearinghouse, and/or a health care provider who transmits any health information in electronic form in connection with an activity regulated by HIPAA.
- e) **Data Aggregation**. "Data Aggregation" means, with respect to PHI created or received by Business Associate in its capacity as the Business Associate of Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- f) **Designated Record Set**. "Designated Record Set" means all records, including medical, enrollment, billing, payment, claims, and/or case management maintained by and/or for a Covered Entity.
- g) **Discovery**. "Discovery" shall mean the first day an unauthorized use or disclosure is known or reasonably should have been known by Business Associate, including when it is or should have been known by any person other than the person who engaged in the unauthorized use/disclosure who is an employee, officer, or agent of Business Associate.
- h) **Electronic Protected Health Information**. "Electronic Protected Health Information" means individually identifiable health information that is transmitted by or maintained in electronic media.
- i) **HIPAA**. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as in effect and/or as amended.
- j) **HITECH Act**. "HITECH Act" means the portions of the Health Information Technology for Economic and Clinical Health Act which serve as amendments to HIPAA. HITECH is included within the definition of HIPAA unless stated separately.

- k) **Individual.** "Individual" means the person who is the subject of protected health information and/or a person who would qualify as a personal representative of the person who is the subject of protected health information.
- l) **Protected Health Information.** "Protected Health Information" or "PHI" means individually identifiable health information transmitted and/or maintained in any form.
- m) **Remuneration.** "Remuneration" means direct or indirect payment from or on behalf of a third party.
- n) **Required By Law.** "Required By Law" means an activity which Business Associate is required to do or perform based on the provisions of state and/or federal law.
- o) **Secretary.** "Secretary" means the Secretary of the Department of Health and Human Services or the Secretary's designee.
- p) **Security Incident.** "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the system operations in an information system.
- q) **Underlying Agreement.** "Underlying Agreement" means the County contract for goods or services made through the County's procurement office which the parties have entered into and which the County has determined requires the execution of this Business Associate Agreement.
- r) **Unsecured Protected Health Information.** "Unsecured Protected Health Information" means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology approved by the Secretary.

2) **Obligations and Activities of Business Associate**

- a) Business Associate acknowledges and agrees that it is obligated by law (or upon the effective date of any portion thereof shall be obligated) to meet the applicable provisions of HIPAA and such provisions are incorporated herein and made a part of this Business Associate Agreement. Covered Entity and Business Associate agree that any regulations and/or guidance issued by DHHS with respect to HIPAA that relate to the obligations of business associates shall be deemed incorporated into and made a part of this Business Associate Agreement.
- b) In accordance with 45 CFR §164.502(a)(3), Business Associate agrees not to use or disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law.
- c) Business Associate agrees to develop, implement, maintain and use appropriate administrative, technical, and physical safeguards that reasonably prevent the use or disclosure of PHI other than as provided for by this Business Associate Agreement, in accordance with 45 CFR §§164.306, 310 and 312. Business Associate agrees to develop, implement, maintain and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI, in accordance with 45 CFR §§164.306, 308, 310, and

312. In accordance with 45 CFR §164.316, Business Associate shall also develop and implement policies and procedures and meet the documentation requirements as and at such time as may be required by HIPAA.

- d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate, of a use or disclosure of PHI by Business Associate in violation of the requirements of this Business Associate Agreement.
- e) In accordance with 45 CFR §§164.308, 314 and 502, Business Associate will ensure that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associate's behalf, agrees to the same restrictions and conditions that apply through this Business Associate Agreement to Business Associate with respect to such information, including minimum necessary limitations. Business Associate will ensure that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associate's behalf, agrees to implement reasonable and appropriate safeguards to ensure the confidentiality, integrity, and availability of the PHI.
- f) At the request of Covered Entity, Business Associate will provide Covered Entity, or as directed by Covered Entity, an Individual, access to PHI maintained in a Designated Record Set in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.524, and, where required by HIPAA, shall make such information available in an electronic format where directed by the Covered Entity.
- g) At the written request of Covered Entity, (or if so directed by Covered Entity, at the written request of an Individual), Business Associate agrees to make any amendment to PHI in a Designated Record Set, in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.526.
- h) In accordance with 45 CFR §164.504(e)(2), Business Associate agrees to make its internal practices, books, and records, including policies and procedures, and any PHI, relating to the use and disclosure of PHI, available to Covered Entity or to the Secretary for purposes of determining compliance with applicable law. To the extent permitted by law, said disclosures shall be held in strictest confidence by the Covered Entity. Business Associate will provide such access in a time and manner that is sufficient to meet any applicable requirements of applicable law.
- i) Business Associate agrees to document and maintain a record of disclosures of PHI and information related to such disclosures, including the date, recipient and purpose of such disclosures, in a manner that is sufficient for Covered Entity or Business Associate to respond to a request by Covered Entity or an Individual for an Accounting of disclosures of PHI and in accordance with 45 CFR § 164.528. Business Associate further shall provide any additional information where required by HIPAA and any implementing regulations. Unless otherwise provided under HIPAA, Business Associate will maintain the Accounting with respect to each disclosure for at least six years following the date of the disclosure.
- j) Business Associate agrees to provide to Covered Entity upon written request, or, as directed by Covered Entity, to an Individual, an Accounting of disclosures in a time and manner that is

sufficient to meet the requirements of HIPAA, in accordance with 45 CFR §164.528. In addition, where Business Associate is contacted directly by an Individual based upon information provided to the Individual by Covered Entity and where so required by HIPAA and/or any implementing regulations, Business Associate shall make such Accounting available directly to the Individual.

- k) In accordance with 45 CFR §164.502(b), Business Associate agrees to make reasonable efforts to limit use, disclosure, and/or requests for PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. Where required by HIPAA, Business Associate shall determine (in its reasonable judgment) what constitutes the minimum necessary to accomplish the intended purpose of a disclosure.
- l) In accordance with 45 CFR §502(a)(5), Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual, except with the express written pre-approval of Covered Entity.
- m) To the extent Business Associate is to carry out one or more obligation(s) of the Covered Entity's under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- n) In accordance with 45 CFR §164.314(a)(1)(i)(C), Business Associate agrees to promptly report to Covered Entity any Security Incident of which Business Associate becomes aware.
- o) In accordance with 45 CFR §164.410 and the provisions of this Business Associate Agreement, Business Associate will report to Covered Entity, following Discovery and without unreasonable delay, but in no event later than five business days following Discovery, any Breach of Unsecured Protected Health Information. Business Associate shall cooperate with Covered Entity in investigating the Breach and in meeting Covered Entity's obligations under HIPAA and any other applicable security breach notification laws, including, but not limited to, providing Covered Entity with such information in addition to Business Associate's report as Covered Entity may reasonably request, e.g., for purposes of Covered Entity making an assessment as to whether/what Breach Notification is required.

Business Associate's report under this subsection shall, to the extent available at the time the initial report is required, or as promptly thereafter as such information becomes available but no later than 30 days from discovery, include:

1. The identification (if known) of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach;
2. A description of the nature of the unauthorized acquisition, access, use, or disclosure, including the date of the Breach and the date of discovery of the Breach;
3. A description of the type of Unsecured PHI acquired, accessed, used or disclosed in the Breach (e.g., full name, Social Security number, date of birth, etc.);

4. The identity of the individual(s) who made and who received the unauthorized acquisition, access, use or disclosure;
 5. A description of what Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further breaches; and
 6. Contact information for Business Associate's representatives knowledgeable about the Breach.
- p) Business Associate shall maintain for a period of six years all information required to be reported under paragraph "o". This records retention requirement does not in any manner change the obligation to timely disclose all required information relating to a non-permitted acquisition, access, use or disclosure of Protected Health Information to the County Privacy Officer and the County Project Officer or designee five business days following Discovery.

3) Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Business Associate Agreement, Business Associate may use or disclose PHI, consistent with HIPAA, as follows:

- a) Business Associate may use or disclose PHI as necessary to perform functions, activities, or services to or on behalf of Covered Entity under any service agreement(s) with Covered Entity, including Data Aggregation services related to the health care operations of Covered Entity, if called for in the Underlying Agreement, if Business Associate's use or disclosure of PHI would not violate HIPAA if done by Covered Entity.
- b) Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- c) Business Associate may disclose PHI for the proper management and administration of Business Associate if:
 1. Disclosure is Required by Law;
 2. Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will remain confidential, and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed, and the person agrees to promptly notify Business Associate of any known breaches of the PHI's confidentiality; or
 3. Disclosure is pursuant to an order of a Court or Agency having jurisdiction over said information.
- d) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

4) Obligations of Covered Entity

- a) Covered Entity will notify Business Associate of any limitations on uses or disclosures described in its Notice of Privacy Practices (NOPP).
- b) Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.
- c) Covered Entity will notify Business Associate of any restriction of the use or disclosure of PHI, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- d) Covered Entity will notify Business Associate of any alternative means or locations for receipt of communications by an Individual which must be accommodated or permitted by Covered Entity, to the extent that such alternative means or locations may affect Business Associate's use or disclosure of PHI.
- e) Except as otherwise provided in this Business Associate Agreement, Covered Entity will not ask Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if such use and/or disclosure was made by Covered Entity.

5) Term, Termination and Breach

- a) This Business Associate Agreement is effective when fully executed and will terminate when all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, including any material provided to subcontractors. If it is infeasible to return or destroy all PHI, protections are extended to such information, in accordance with the Section 5(d) and 5(e) below.
- b) Upon Covered Entity's determination that Business Associate has committed a violation or material breach of this Business Associate Agreement, and in Covered Entity's sole discretion, Covered Entity may take any one or more of the following steps:
 - 1. Provide an opportunity for Business Associate to cure the breach or end the violation, and if Business Associate does not cure the Breach or end the violation within a reasonable time specified by Covered Entity, terminate this Business Associate Agreement;
 - 2. Immediately terminate this Business Associate Agreement if Business Associate has committed a material breach of this Business Associate Agreement and cure of the material breach is not feasible; or,
 - 3. If neither termination nor cure is feasible, elect to continue this Business Associate Agreement and report the violation or material breach to the Secretary.
- c) If Business Associate believes Covered Entity has failed to fulfill any of its duties under this Business Associate Agreement, Business Associate will promptly notify Covered Entity as to same and Covered Entity shall promptly address the matter with Business Associate.

- d) Except as provided in Section 5(e) upon termination of this Business Associate Agreement for any reason, Business Associate will return or destroy, at the discretion of Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision will also apply to PHI that is in the possession of workforce members, subcontractors, or agents of Business Associate. Neither Business Associate, nor any workforce member, subcontractor, or agent of Business Associate, will retain copies of the PHI.
- e) If Business Associate determines that returning or destroying all or part of the PHI received or created by and/or on behalf of Covered Entity is not feasible, Business Associate will notify Covered Entity of the circumstances making return or destruction infeasible. If Covered Entity agrees that return or destruction is infeasible, then Business Associate will extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to retain the minimum necessary PHI to accomplish those tasks/responsibilities which make return and/or destruction infeasible.

6) Miscellaneous

- a) Covered Entity and Business Associate agree to take any action necessary to amend this Business Associate Agreement from time to time as may be necessary for Covered Entity or Business Associate to comply with the requirements of HIPAA, and/or any other implementing regulations or guidance.
- b) Notwithstanding the expiration or termination of this Business Associate Agreement or any Underlying Agreement, it is acknowledged and agreed that those rights and obligations of Business Associate which by their nature are intended to survive such expiration or termination shall survive, including, but not limited to, Sections 5(d) and 5(e) herein.
- c) In the event the terms of this Business Associate Agreement conflict with the terms of any other agreement between Covered Entity and Business Associate or the Underlying Agreement, then the terms of this Business Associate Agreement shall control.
- d) Notices and requests provided for under this Business Associate Agreement will be made in writing to Covered Entity, delivered by hand-delivery, overnight mail or first-class mail, postage prepaid at:

(1) Marcy Foster,
Arlington County Privacy Officer
2100 Clarendon Blvd., Suite 511
Arlington, Virginia 22201

(2) Stephen Maclsaac
County Attorney
2100 Clarendon Blvd., Suite 511
Arlington, Virginia 22201

(3) Igor Scherbakov, County Project Officer
Public Safety, Procurement Specialist
Arlington, VA 22201

Notice and requests provided for under this Business Associate Agreement will be made in writing in the manner described above to Business Associate at:

Attn: _____

- e) Covered Entity will have the right to inspect any records of Business Associate or to audit Business Associate to determine whether Business Associate is in compliance with the terms of this Business Associate Agreement. However, this provision does not create any obligation on the part of Covered Entity to conduct any inspection or audit.
- f) Nothing in this Business Associate Agreement shall be construed to create a partnership, joint venture, or other joint business relationship between the parties or any of their affiliates, or a relationship of employer and employee between the parties. Rather, it is the intention of the parties that Business Associate shall be an independent contractor.
- g) Nothing in this Business Associate Agreement provides or is intended to provide any benefit to any third party.
- h) The Business Associate will indemnify and hold harmless Arlington County, its elected officials, officers, directors, employees and/or agents from and against any employee, federal administrative action or third party claim or liability, including attorneys' fees and costs, arising out of or in connection with the Business Associate's violation (or alleged violation) and/or any violation and/or alleged violation by Business Associate's workforce, agent/s, or subcontractor/s of the terms of this Business Associate Agreement, federal law, HIPAA, the HITECH Act, and/or other implementing regulations or guidance or any associated audit or investigation.

The obligation to provide indemnification under this Business Associate Agreement shall be contingent upon the party seeking indemnification providing the indemnifying party with written notice of any claim for which indemnification is sought. Any limitation of liability provisions contained in the Underlying Agreement do not supersede, pre-empt, or nullify this provision or the Business Associate Agreement generally.

This indemnification shall survive the expiration or termination of this Business Associate Agreement or the Underlying Agreement.

- i) Any ambiguity in this Business Associate Agreement shall be resolved to permit the parties to comply with HIPAA, its implementing regulations, and associated guidance. The sections, paragraphs, sentences, clauses and phrases of this Business Associate agreement are severable.

If any phrase, clause, sentence, paragraph or section of this Business Associate Agreement is declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences and sections of this Business Associate Agreement.

- j) If any dispute or claim arises between the parties with respect to this Business Associate Agreement, the parties will make a good faith effort to resolve such matters informally, it being the intention of the parties to reasonably cooperate with each other in the performance of the obligations set forth in this Business Associate Agreement. The Dispute Resolution clause of the Underlying Agreement ultimately governs if good faith efforts are unsuccessful.
- k) A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy as to any subsequent events.
- l) Neither party may assign any of its rights or obligations under this Business Associate Agreement without the prior written consent of the other party.
- m) This Business Associate Agreement and the rights and obligations of the parties hereunder shall be construed, interpreted, and enforced with, and shall be governed by, the laws of the Commonwealth of Virginia and the United States of America.
- n) This Business Associate Agreement shall remain in effect for the duration of the Underlying Agreement between the parties, any renewals, extension or continuations thereof, and until such time as all PHI in the possession or control of the Business Associate has been returned to the Covered Entity and/or destroyed. If such return or destruction is not feasible, the Business Associate shall use such PHI only for such limited purposes that make such return or destruction not feasible and the provision of this Business Associate Agreement shall survive with respect to such PHI.
- o) The Business Associate shall be deemed to be in violation of this Business Associate Agreement if it knew of, or with the exercise of reasonable diligence or oversight should have known of, a pattern of activity or practice of any subcontractor, subsidiary, affiliate, agent or workforce member that constitutes a material violation of that entity's obligations in regard to PHI unless the Business Associate took prompt and reasonable steps to cure the breach or end the violation, as applicable, and if such steps were unsuccessful, terminated the contract or arrangement with such entity, if feasible.
- p) Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or any change in applicable federal law including revisions to HIPAA; upon publication of any decision of a court of the United States or of the Commonwealth of Virginia, relating to PHI or applicable federal law; upon the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of PHI disclosures or applicable federal law, the County reserves the right, upon written notice to the Business Associate, to amend this Business Associate Agreement as the County determines is necessary to comply with such change, law or regulation. If the Business Associate disagrees with any such amendment, it shall so notify the County in writing within thirty (30) days of the County's notice. In case of disagreement, the parties agree to negotiate in good faith the appropriate amendment(s) to give effect to such revised obligation. In the County's

discretion, the failure to enter into an amendment shall be deemed to be a default and good cause for termination of the Underlying Agreement.

- q) The County makes no warranty or representation that compliance by the Business Associate with this Business Associate Agreement, HIPAA, the HITECH Act, federal law or the regulations promulgated thereunder will be adequate or satisfactory for the Business Associate's own purposes or to ensure its compliance with the above. The Business Associate is solely responsible for all decisions made by it, its workforce members, agents, employees, subsidiaries and subcontractors regarding the safeguarding of PHI and compliance with federal law.
- r) The Business Associate agrees that its workforce members, agents, employees, subsidiaries and subcontractors shall be bound by the confidentiality requirements herein and the provisions of this Business Associate Agreement shall be incorporated into any training or contracts with the same.
- s) This Business Associate Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- t) This Business Associate Agreement shall replace and supersede any prior Business Associate Agreement entered between the parties.

IN WITNESS WHEREOF, each party hereto has executed this Business Associate Agreement in duplicate originals on the date below written:

Arlington County, Virginia

Business Associate


By:	_____	By: 	_____
	(Signature)		(Signature)
Name:	_____	Name:	Joseph T. Graw
Title:	<u>County Privacy Officer</u>	Title:	<u>President/COO</u>
Date:	_____	Date:	Feb 14, 2020

EXHIBIT E – SCOPE OF WORK FOR FRMS SYSTEM IMPLEMENTATION

A. General Requirements

1. ImageTrend's Elite Rescue solution is web based and vendor hosted.

ImageTrend complies with this requirement.

2. The ImageTrend Elite Rescue must be a unified, Commercial Off the Shelf (COTS), turnkey FRMS and ePCR system. ImageTrend's solution must manage incidents, patient records, reports, staffing, scheduling, inspections, compliance, permitting, day logs, training information, medication dispensing, equipment inventory, and equipment maintenance. ImageTrend shall provide a general descriptive overview of the proposed System, including all included modules, as part of the submission.

ImageTrend complies with this requirement. ImageTrend's Elite system is a centralized, web-based system, Commercial Off-the-Shelf (COTS) product that offers fire and pre-hospital emergency data collection, analysis and reporting in one enterprise solution. It supports the identification of evolving problems or successes in emergency health care, fire prevention and fire suppression while simultaneously providing secure access of that information to authorized personnel from anywhere, at any time. The information can be used to set priorities, make plans and ultimately improve public health and safety.

3. ImageTrend should indicate whether the modules listed below are part of Elite Rescue core, an add-on module or a module of Rescue Bridge that will be included as part of the Elite Rescue solution. Also clearly indicate the proposed date of availability for any modules not currently part of the Elite Rescue core.

- General Requirements
- Workflow
- Activity Log
- Training
- Investigations
- Preplanning
- NFIRS Reporting

- Management Reporting
- Data Analytics
- Desktop and Mobile Field Inspections
- Permits
- Apparatus
- Asset Management
- Calendaring and Scheduling
- Rostering
- Injury and Exposure
- Personnel
- Logistics
- Field Based Reporting
- CrewCare Mental Health

Core Elite Modules:

- General Requirements
- Workflow
- Activity Log
- Training
- Preplanning
- NFIRS Reporting
- Management Reporting
- Data Analytics
- Desktop Inspections
- Apparatus
- Asset Management
- Rostering
- Injury and Exposure
- Personnel
- Logistics
- Field Based Reporting

Add-On Modules:

- Investigations
- Mobile Field Inspections
- Calendaring and Scheduling – Custom
- CrewCare Mental Health
- Permits

4. The ImageTrend Elite Rescue solution must be available 24 hours per day, seven days per week, 365 days per year. ImageTrend shall provide information on how the solution will work during maintenance or upgrades and its reliability, availability, fail over and disaster recovery abilities. (See SLA Document)

ImageTrend provides support for its full product suite and hosting services. Support includes technical diagnosis and resolutions of technical issues involving software and server hardware. Technical support and service is provided in the areas of:

- Website hosting and support
- Web application development/enhancement
- Database administration/support
- Project management
- Systems engineering/architecture

ImageTrend's Support Team is available Monday through Friday from 7:00 am to 6:00 pm CST via Support Desk, email, live chat, or telephone.

- Support Desk: support.ImageTrend.com
- Email: support@ImageTrend.com
- Live Chat: support.ImageTrend.com (click "Live Support Online" button)
- Toll Free: 1-888-730-3255
- Phone: 952-469-1589

5. The ImageTrend solution shall comply with all Federal and Commonwealth of Virginia laws and regulations, nationally recognized Fire and EMS standards, and nationally accepted business practices in use. ImageTrend shall provide information on how the solution will comply with this requirement.

ImageTrend complies with this requirement. ImageTrend acknowledges that its handling of information on behalf of the client is or may be subject to federal, state or local laws, rules, regulations and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such current and future laws, rules, regulations and restrictions at its sole cost and expense. This Confidential Information section and all obligations contained therein will survive any termination or expiration of agreement.

6. The ImageTrend Elite Rescue solution must have the ability to allow the County's Fire Department to create, define and utilize custom quality assurance rules for Fire, EMS, and Inspection and Permitting reporting sections.

ImageTrend complies with this requirement.

7. The ImageTrend Elite Rescue must support the County's efforts to attain and maintain industry standard certifications to include Center for Public Safety Excellence (CPSE) and Insurance Services Office Class 2 rating.

ImageTrend complies with this requirement.

8. Arlington County shall retain all rights and ownership of all data and County intellectual property which comprises the FRMS and ePCRS system.

ImageTrend complies with this requirement.

B. FRMS Technical Requirements

1. Active Directory

The County uses Active Directory to authenticate users on the network. ImageTrend must have the capability to support Active Directory authentication.

ImageTrend does not comply with this requirement.

2. Network Infrastructure

For the sake of this project, the network standards for the FRMS system will comply with the CJIS, HIPAA, NFIRS and NEMSIS network standards.

ImageTrend complies with these standards. ImageTrend, Inc. was the first software company to formally certify its software solution, ImageTrend Elite™, as National EMS Information System (NEMSIS) v3 Receive and Process compliant on December 17th, 2013. On May 29th, 2014 ImageTrend became the second software company to be formally certified as NEMSIS v3 Collect Data compliant. According to EMS.gov, NEMSIS Version 3 is an important step toward harmonizing EMS data with patients' electronic health records at the hospital. NEMSIS v3 compliance is an important measure of the software's ability to correctly record and transmit medical data. The testing process ensures the data system conforms to the National Highway Traffic Safety Administration (NHTSA) Version 3 Dataset for interoperability among systems used by dispatch and medical devices.

ImageTrend is not CJIS compliant.

3. Network Segmentation

The County requires network segmentation for the RMS solution. ImageTrend shall state its ability to certify and support its solutions using network segmentation.

ImageTrend complies with this requirement. ImageTrend segregates application and database resources using network segmentation for security and HIPAA compliance purposes.

4. Security Standards

The RMS solution must comply with all CJIS, HIPAA, NFIRS and NEMESIS security standards. Additionally, ImageTrend's solution must comply with the County's security standards. The County's security standards will be supplied to ImageTrend. The County will remain responsible for maintaining its standards, while supplying ImageTrend with sufficient information for ImageTrend to perform its portion of the installation and configuration.

ImageTrend complies with this requirement. All ImageTrend employees are subjected to background checks and are required to attend and successfully complete HIPAA training. The ImageTrend Project Management System gives us a facility to track any HIPAA Security Incidents or Information Disclosure Incidents for reporting purposes.

Only those certified ImageTrend employees that work with either hardware or software related to the specified application or project will access the data center and interact with our servers. These employees have worked with our hardware as part of our IT support staff or are part of our Implementation team as software developers. Authorization is granted from the management level. ImageTrend is not CJIS complaint.

5. Centralized Monitoring/Reporting

The County requires use of centralized monitoring and reporting for the RMS and ePCR solution. ImageTrend must be able to certify and support its solutions to include centralized monitoring and reporting.

ImageTrend complies with this requirement.

6. Connectivity

The County is interested in in a hosted solution. ImageTrend shall specify security, database and network connectivity specifications.

Integral to any online solution is a quality application hosting facility providing access, availability, data security and overall confidence. ImageTrend's hosting offering includes state-of-the-art facilities and equipment, industry-leading application security and excellent technical support. ImageTrend has designed and engineered its infrastructure to provide the highest level of security, scalability, availability and performance for clients using ImageTrend's products and services. ImageTrend's storage infrastructure is designed to support client's ever-expanding data storage needs.

Cyber Liability Insurance

ImageTrend carries cyber liability insurance, which includes \$5 million sub-limits for all categories of cost for data breach, including notification costs, regulatory fines, remediation, credit monitoring, computer forensics, etc. Look closely at the policies other application hosting providers carry – many organizations carry a large cyber liability policy with sub-limits so low they would be useless in a breach scenario.

Physical Facility

The ImageTrend hosting resources are located within the DataBank facilities in Eagan, Minn. and Dallas, Texas. Requirements, such as power supply and power conditioning, normal and peak bandwidth capacity, security and fail over locations, are all part of an overall strategy to provide the most reliable hosting facility possible.

Uptime Institute certified, Tier-III constructed facility

- On-site security and support personnel 24x7x365
- Managed Internet service supporting both IPv4 & IPv6, utilizing a multi-carrier blend with fully redundant routing infrastructure
- Multiple redundant power distribution paths
- Redundant HVAC design for stable airflow, temperature and humidity

Application Hosting

ImageTrend delivers reliable, scalable and cost-effective computing resources on which to host your ImageTrend applications. ImageTrend provides logically separated resources for reporting data and tools. Data will be stored in the system as long as an active hosting contract is in place at current rates.

Database Hosting

ImageTrend provides relational database hosting for its applications using Microsoft SQL Server Enterprise. Databases in ImageTrend's environment utilize a high availability configuration and use Microsoft SQL Availability Groups to ensure speed, resiliency and redundancy.

System Maintenance and Upgrades

ImageTrend performs regular maintenance on its hardware and software to ensure optimal performance and security. Maintenance includes ImageTrend software upgrades and patches.

Software Upgrades and New Version Releases

ImageTrend manages all aspects of the software implementation and server infrastructure when a client chooses to host with us. Enhancements are applied following a release schedule, which includes notification of when the upgrade or maintenance is scheduled for and what can be expected following the upgrade. Sufficient time is provided to accommodate any client concerns or constraints. Our virtual infrastructure allows many upgrades or fixes to be applied without system downtime or service disruption. Updates to Elite Field™ occur simultaneously with upgrades to ImageTrend Elite™. The updates are pushed automatically and do not require human interaction,

7. Storage Area Network

ImageTrend's solution must be supported on a cloud-based storage environment of sufficient size and scalability to support County Fire incidents. ImageTrend should describe how it intends to ensure sufficient SAN space to support County transactional data.

ImageTrend uses a variety of automated monitoring, scaling, and alerting tools to ensure your software runs smoothly. These tools include Microsoft's enterprise virtualization stack; Virtual Machine Manager, Scale out File Server, System Center Operations Manager, and more.

Physical Facility

The ImageTrend hosting resources are located within the DataBank facilities in Eagan, Minn. and Dallas, Texas. Requirements, such as power supply and power conditioning, normal and peak bandwidth capacity, security and fail over locations, are all part of an overall strategy to provide the most reliable hosting facility possible.

- Uptime Institute certified, Tier-III constructed facility
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Database Hosting

ImageTrend provides relational database hosting for its applications using Microsoft SQL Server Enterprise. Databases in ImageTrend's environment utilize a high availability configuration and use Microsoft SQL Availability Groups to ensure speed, resiliency and redundancy.

8. Data Warehouse

The County has a public safety data warehouse. Production data from the current ePCR system and the new Fire RMS system must be fed to the County's data warehouse. ImageTrend shall support a near real time feed of data to the County's data warehouse. The public safety data warehouse is running MS SQL Server 2012 on a Windows Server 2012 R2.

ImageTrend complies with this Requirement. The County to be responsible to feed the data to the County Data Warehouse.

9. Data Mart

The County is interested in a vendor provided data mart that collects County EMS and Fire RMS data and makes it available to the County on a real time basis. ImageTrend shall provide a data mart as described and state whether the service is included in its basic offering or if there is an additional charge for the service. ImageTrend should also detail network connectivity requirements, server specifications, and proposed initial database size for the Data Mart.

ImageTrend Elite™ Data Mart (Data Mart) is the solution that provides clients the ability to extend and expand their system and give them more control over their data. The Data Mart makes available a replicated copy of the Elite solution reporting database(s) into the client's own managed database environment. The Data Mart is ideal for clients who have technical staff, analysts and other staff looking to dive deeper into their data by using their own reporting, analysis and business intelligence tools. It will also serve as a powerful tool in connecting and combining Elite data with other internal data sources.

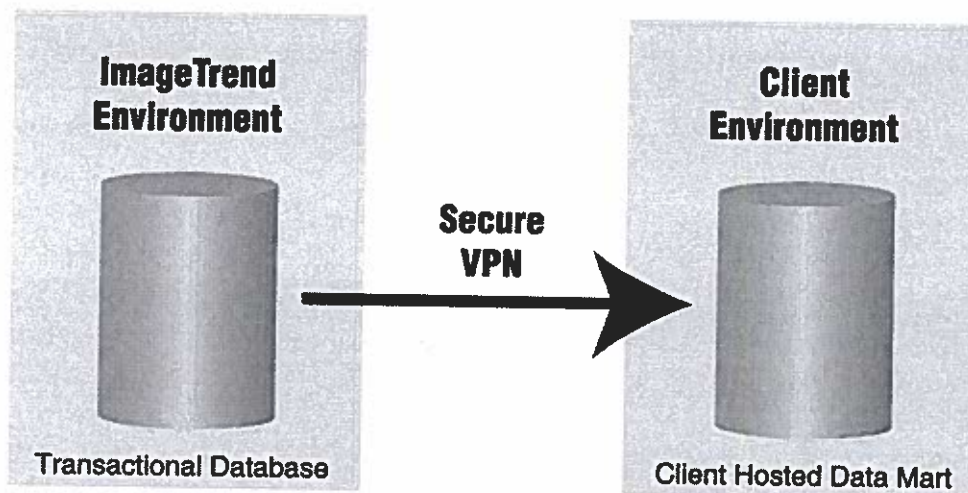
With the Data Mart, your data is transformed into structures designed, tuned and documented for optimum reporting and analysis. This approach saves valuable staff time by removing the complexity of writing reports against raw transactional data structures. The Data Mart is analytically structured and well documented to reduce the learning curve and allow clients the ability to work with their data at the lowest levels.

The Data Mart can be queried using any industry-standard business intelligence tools such as Crystal Reports, SAS and Tableau, as well as any other tool that can connect to a Microsoft SQL Server Database.

How It Works

The Data Mart is loaded continuously throughout each the day. As data is entered into Elite, it is also transformed and populated into the Data Mart and its corresponding reporting structures. These data structures provide the foundation for ImageTrend's existing suite of reporting tools, as well as for the Data Mart.

The Data Mart (in the ImageTrend environment) is delivered to the client through one of two methods: with a continuous feed through a Virtual Private Network (VPN), or with a scheduled delivery of a database backup over a File Transfer Protocol (FTP) connection. The County will utilize a VPN connection for the Data Mart.



A continuous feed between the ImageTrend and client environments is provided through a shared VPN connection, with all data encrypted in transmission. Depending on client requirements, data

refreshes can occur anywhere from weekly, down to 5-minute intervals. County will utilize a 5-minute interval for data refreshes.

For clients receiving the Data Mart via a database backup through FTP, the process is the same, with additional steps for encrypting the database file and transferring it to the client's FTP server. The client is responsible for moving the file from the FTP location, decrypting the database file and restoring it into their SQL environment. FTP delivery is best for clients with requirements to receive the data no more frequently than weekly.

Reporting Services

ImageTrend offers the option of reporting services to help expand the potential of the Data Mart.

Some examples include KPI and benchmarking reports and dashboards, mapping solutions, and special or unique integration tying into other healthcare or operational data.

Client Environment Considerations

The Data Mart set up requirements should include these considerations in planning:

- Secure VPN Tunnel Port: 443 (Continuous Feed Only)
- Supported Database Type: Microsoft SQL Server
- SQL Server Version: 2014 or Higher (Standard or Enterprise)
- SQL Express not supported
- Server/DB Size: depends on how the data will be used
- Note: Should be built to allow for future growth
- Who connects to the database once in the client environment is up to the client

10. Web Applications

ImageTrend shall support various browser applications. Web-based applications shall be available using the most current and past versions of Internet Explorer, Safari, Google Chrome, Firefox and other common Internet applications.

ImageTrend supports this requirement.

11. Email

The County currently uses Outlook for email. ImageTrend shall interface to MS Outlook Email for notification purposes.

ImageTrend does not support this requirement. However, ImageTrend has an internal messaging system and anything with PHI will require logging into the Elite System.

12. Application Systems

The County prefers web-based solutions to access applications.

ImageTrend supports this requirement. ImageTrend Elite Rescue is a web-based solution.

13. Database Reporting, Analytics and Dashboard Tools

The County currently uses Microsoft SQL Services as its preferred database reporting and BI tool. ImageTrend shall support Microsoft SQL Services for reporting, analytics and dashboarding.

ImageTrend supports this requirement.

14. Geographic Information System (GIS)

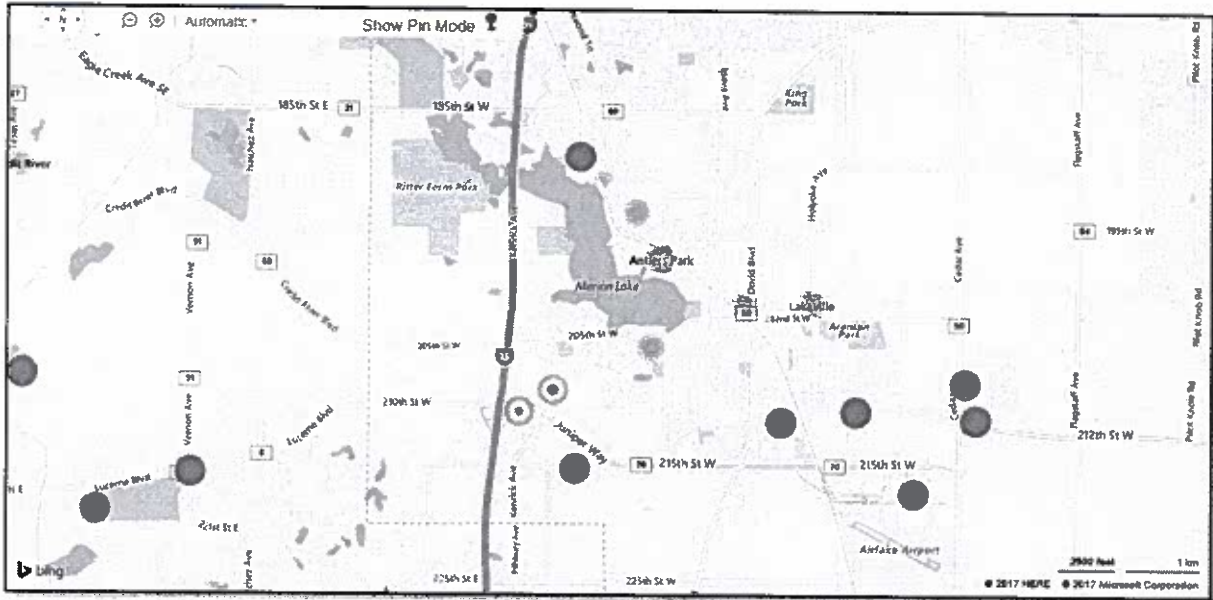
The County uses an ESRI-based data formats and map environment for its GIS services (Version 10.3.1 or above.) GIS data layers are being developed to support the County's public safety applications and to support regional GIS data sharing in support of automatic and mutual aid events. The County also expects to use GIS to produce heat maps and other reporting and analytics. ImageTrend shall state its proposed mapping solution and the ability to use the County's GIS data in its response to this SOW.

ImageTrend has performed various address verification integrations to County GIS systems, third party vendors such as Melissa data and others. These are custom integrations subject to discovery and mutually agreed upon statements of work.

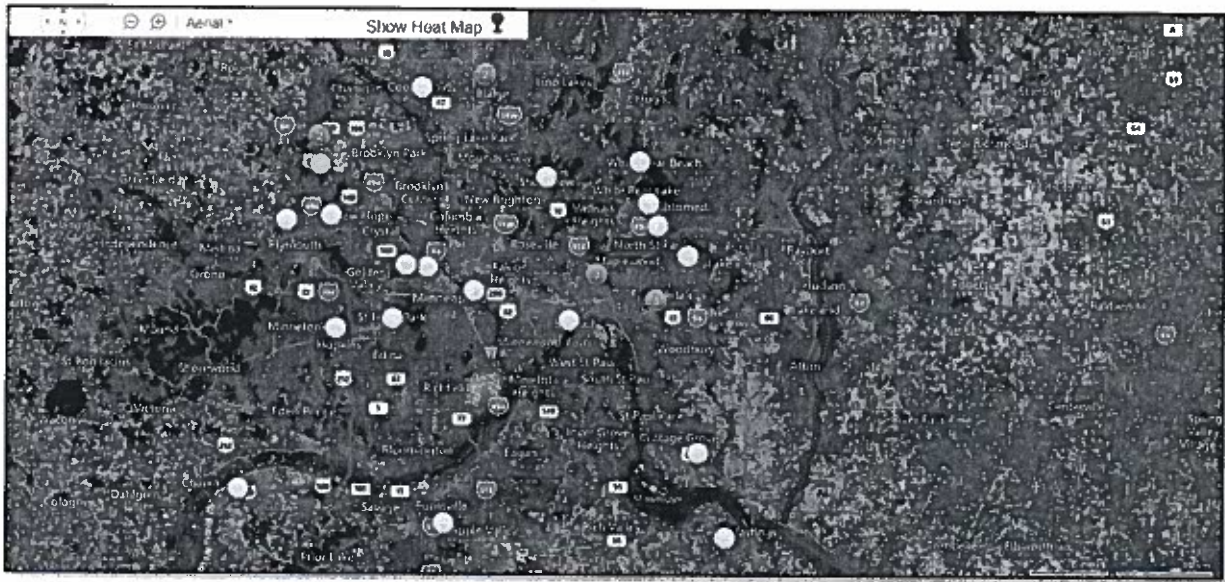
Expand data reporting and understanding to include mapping techniques through MARS. Using intensity shading, cluster mapping or individual pin displays, users can experience advanced data visualization. MARS provides flexible display and data output through aerial, satellite or road views.

Through an integration with Microsoft Bing Maps, the geocoding in ImageTrend's MARS allows run information, specifically address information, to be fed into Bing Maps. Address information including street address, city, state and postal code, along with relative information (e.g., cardiac data), can be exported to allow for plotting data on geographical maps for use in data analysis. Each point allows a quick-view of the basic patient data and a link to the PDF run form. These maps give the State or agency a high-level view of concentrations of incidents relative to geographic locations.

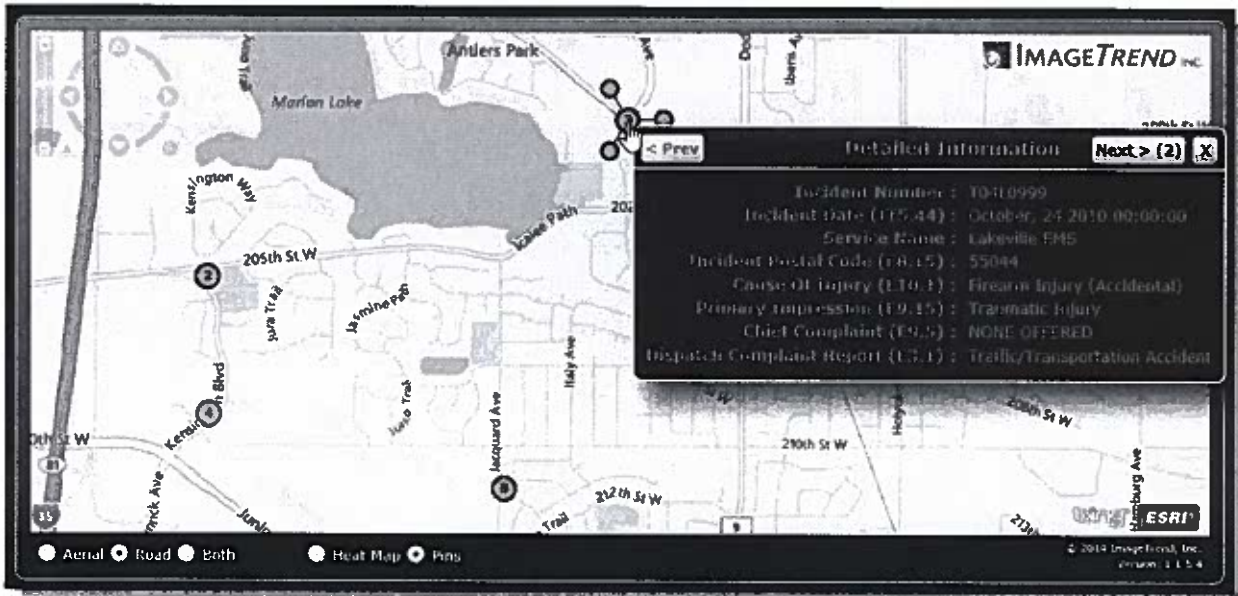
Take your analysis further by using MARS to determine care levels, care proximity and the types of care being provided in selected areas. Through viewing incident volume, conclusions of paramedic workload, performance and patient needs can be made - leading to more efficient resource allocation.



Road view heat map



Aerial map report with pins



15. Data Backup and Recovery

The County has a standardized process for database backup and recovery. Any solution proposing an on-site data storage will become part of the enterprise backup strategy. ImageTrend shall state the recommended process for backup and recovery in its response to this SOW, as well as its ability to integrate with the County's enterprise backup solution which is Veritas NetBackup 8.0.

Method

Microsoft System Center Data Protection Manager is used to provide backup and recovery services for assets identified as requiring such treatment. Standard backup regimens and recovery goals are based on data classification and service level agreements. Protection may be performed at the system level (whole disk) or application layer (e.g. individual files or SQL databases) as appropriate. Backups are always written to online disk, no offline disk or tape technologies are used for regular backup and recovery services. Onsite backups are stored on dedicated disk systems separate from the underlying storage supporting regular service operation.

Type & Retention

High Availability Systems

Data is replicated for high availability production servers to geographically separate data centers. Monitoring of data replication is performed as part of the Microsoft System Center.

Data Backups

Backup of data to disk occurs as follows:

Title	Type	Frequency	Description	Retention Period
VM	Image	Daily	Snapshot of Virtual Machine	Two calendar days
Database	Local Incremental	15 minutes	Transactions since last backup	Week
Database	Local – Full	Daily	Full backup of database at the same site	Week
Database	Remote - Full	Weekly	Full backup of database at the remote site	Month

Each backup job generates a completion message at the conclusion of the data backup process

Code Backups. Application code is backed up daily; at least a daily backup exists for all applications hosted in ImageTrend's production environment and is included in hosting costs. These backups are retained for particular customers as needed on a weekly, monthly, quarterly or annual basis as agreed to by contract. Daily backups are retained for longer as unallocated storage permits but not guaranteed to be available beyond the previous calendar day. All backup routines execute after peak hours to minimize the effect on users, typically between 11 PM and 4 AM Central Time. Backups are stored on hard disks, with a copy being taken offsite on a monthly basis, which are rotated on a daily basis. Data synchronization is run across a secure network connection back to ImageTrend's offices in Lakeville, MN, on an irregular basis for both application code and database files.

Database Backups

Database files are backed up daily; at least a daily backup exists for any database hosted in ImageTrend's

production environment and is included in hosting costs. Daily backups are retained for several days as unallocated storage permits but not guaranteed to be available beyond three previous calendar days. All backup routines execute after peak hours to minimize the effect on users, typically between 11 PM and 4 AM Central Time. Backups are stored on hard disks, with a copy being taken offsite on a monthly basis, which are rotated on a daily basis. Data synchronization is run across a secure network connection back to ImageTrend's offices in Lakeville, MN, on an irregular basis for both application code and database files.

Restore Procedures

Daily backup files are stored uncompressed to facilitate quick recovery of one or more files as needed. Archive copies are compressed to conserve disk space. All database files are compressed to conserve disk space and must be uncompressed and reattached for restoration. When restoring a file the newer file, if it exists, is renamed and kept before replacing with the backup version. When restoring an entire database file, the copy being replaced is itself backup up before being modified. When restoring part of a database file, the current file is first backed up and the backup database is mounted with a different name, then the needed tables are restored and the backup file is detached. If restoring a complete backup of application code over a corrupted install, a copy of the bad files is kept to maintain any new user-added files since the backup was created.

ImageTrend, Inc. follows a specific critical path for organizations and companies during a recovery effort, to ensure the resumption of normal operations in the event of a disaster. This process has seven stages, which are followed regardless of the organization. In a disaster recovery plan it is important to minimize the loss of data and return application usage as quickly as possible.

Stage 1 - Immediate Response

The first step in the recovery process and the initial reaction to a potential disaster or interruption consists of immediate assessment and if necessary, notification of clients of interruption and any actions they should undertake. In many situations the system's redundancies will accommodate the situation and provide continuity. This takes place within the first 4 hours.

Stage 2 - Environment Restoration

The necessary steps for restoring service via repairs or alternate infrastructure are begun by gathering the necessary components for restoration and installing. If local repair is not possible due to extreme conditions, then the service will be redirected to another data center and the required DNS redirection may take up to 8 hours to propagate.

Stage 3 - Functional Restoration

Application functionality is tested on restored or alternate service site to ensure user access and usability. For same data center restoration within 8 hours and for alternate site usage within 24 hours.

Stage 4 - Data Restoration and Synchronization

This step includes backlog reduction. Data from offsite locations is restored to the restored environment. Database backups are automatically done every 2 hours, daily and weekly. These backups

will be used for data restoration and synchronization. Maximum data window will be two hours. Most often, data is protected at different times during the business cycle and must be reconstructed or synchronized before it can be used. Synchronizing, validating, and reviewing data from many different sources is a critical step in a successful recovery. Once reliable data is established, backlogged transactions that have accumulated during recovery can be processed. This may take up to 48 hours, however application usage is available during this time.

Stage 5 - Business Resumption

Clients will be notified that the affected service can now resume its normal operations.

Stage 6 - Interim Site Migration

Once the primary site environment has been restored, return migration is planned and scheduled. Depending on the nature of the problem, this may take an extended period of time to restore the environment. Disruption of services during this transition will be minimized and clients will be notified of the impact and a schedule of return will be mutually discussed.

Stage 7 - Return to Home Site

All recovery efforts have been completed, and a business may resume normal operations at its primary location.

C. Application and Hardware Standards

1. Desktops and Mobile Devices

The County will provide all desktop, mobile computers and other handheld mobile devices for the FRMS solution. Respondents must make a recommendation as to options for MDC, tablets and specifications for workstations. ImageTrend shall state its optimal requirements for desktop and mobile computers and handheld device.

Please see System Requirements within Proposal.

2. Mobile Field Printers

The County will provide all printers for the RMS and ePCR solution. ImageTrend shall state its requirements for printers.

ImageTrend does not have specific requirements for printers.

3. Wireless Network Access

The County uses 3G and or 4G Verizon wireless cards to access the network from mobile devices. ImageTrend shall state its ability to support wireless network access. The County is looking to participate in the FirstNet program. ImageTrend shall state its ability to integrate with the FirstNet program.

ImageTrend complies with this requirement. Please see System Requirements within Proposal.

4. Remote Devices

The County uses MDCs and tablets in the field. The County desires that remote devices access the FRMS system via a web-based version of the proposed solution. ImageTrend shall state its ability and connectivity requirements to support web-based versions of the RMS system in its response to this SOW. ImageTrend should also state if it has an Android or iOS based application for handheld devices.

ImageTrend complies with this requirement. Please see System Requirements within Proposal.

D. Solutions, Hardware and Software Products

1. Solution Hardware and Software Products

The County will provide all desktop and mobile hardware based on optimal specifications provided by ImageTrend. ImageTrend must provide all the software and hosting hardware necessary for a fully functioning and integrated system. All proposed software versions must be available and operational in a live environment on or before the proposal deadline (excluding interfaces). Unless otherwise agreed to by both parties, ImageTrend will install and implement version 19.01.01 of Elite software platform.

2. Third Party Hardware and Software

ImageTrend must describe any and all proprietary and third-party hardware or software in its Elite Rescue solution.

ImageTrend will not be using any Third-Party software.

3. Environments

ImageTrend must support environments for production and test/training that function independent from one another.

ImageTrend complies with this requirement.

E. Services to be provided:

1. Project Management

ImageTrend must provide project management and configuration services during all project phases, which are defined as follows:

- Design
- Build (installation, fit and gap, configuration, user-acceptance testing, training and deployment),
- Operate (Reliability)
- Evaluate (operational maintenance and enhancements, and project closure).

The County uses Basecamp application for sharing and distribution of information. ImageTrend shall state by project phase its proposed approach and staff for installation, configuration, data conversion, testing, training and cutover processes and general project management services listed in this section.

ImageTrend complies with this requirement. The overall success of the project will require a close working relationship between the client and ImageTrend. The project as detailed has various status checkpoints and scheduled meetings to ensure project performance.

The ImageTrend Project Management Team translates your vision and requirements into an integrated solution. The project begins with a kickoff meeting to establish project roles and provide your project team with familiarity of the key components of the ImageTrend products and introduce best practices into all phases of the project. The project involves high-level planning that helps establish system requirements and estimates of resource requirements and task durations. This can be achieved through the use of ImageTrend's standard Project Plan. The following guidelines are base responsibilities for all project team members:

- Be a vital part of the project team that will carry the project through to completion.
- Provide a single point of contact for the customer on all issues.
- Assist the customer in helping them ensure that project deadlines are met and that deliverables are provided as discussed.
- Coordinate tasks between different departments and functions within the company.
- Identify and resolve project conflicts and issues.

Project Management Tools

ImageTrend utilizes several software tools to help manage, track and communicate and provide real-time answers to our most important project related questions. Basecamp, Team Foundation Server, ImageTrend's Project Management Solution and Support Suite are the tools that we have found to be most effective for our needs.

Implementation Coordinators

ImageTrend's Implementation Coordinators are well-versed in our needs for an efficient and timely implementation. Our agile development environment is "hands-on"; utilizing project management tools (TFS) for tracking, documentation and status reports in a supporting role. When using ImageTrend hosting, the base system can be ready for pilot testing within 30 days from the kick off meeting, with integrations taking 60 to 90 days from mutually agreed upon development requirements. Third party cooperation and database access may affect the duration.

Client Roles

Implementation. Although ImageTrend team members will provide the majority of the staff required for this implementation, it is recommended that the Client have a project manager, who should be assigned as an FTE during the initial phase of the project or similar staff member as the single point of contact. This person should participate in all meetings and help in the coordination of final requirements gathering, stakeholder input coordination, ongoing project status reviews, acceptance testing and training logistics coordination.

Ongoing Support. ImageTrend offers multi-level technical support, based on level-two user support by accommodating both the general inquiries of the administrators and those of the system users. We will give the administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to ImageTrend. Typically, our point of contact is the EMS Data Manager who understands the practical side of the collected data, and who, after training, is able to run reports, setup validation rules, etc.

a. Project Schedule

ImageTrend must provide a draft project schedule in Excel format including resources and milestones, which will be finalized after award. The intent of the County is for ImageTrend to develop and maintain a shared project schedule that includes all ImageTrend and County tasks and activities.

b. Project Reporting

ImageTrend shall participate in weekly project management meetings and provide a Project Status Report that includes the following sections/information:

i. The most current project plan updated schedule detailing at minimum, the following:

- a) phase and task;
- b) task start date;
- c) task end date;
- d) percentage of completion of phase, work and or task.

ii. A report that includes at a minimum:

- a) milestones and tasks accomplished this period;
- b) milestones and tasks planned for the next period;
- c) Project specific issues and risks and mitigation strategies; and
- d) Project specific lessons learned.

c. Project Staffing Plan

Given the high profile nature of this project, Arlington County expects best in class project management services from ImageTrend. The County expects ImageTrend will work closely in conjunction with County's Project Manager. The County will only accept ImageTrend personnel who have at least five years of relative experience with ImageTrend's Fire RMS product and can show a successful track record of providing top-level project management services at locations of similar size and complexity as Arlington County. ImageTrend must identify proposed staffing resources and level of effort for each major task; including an organization chart for proposed project personnel and a list of any proposed sub and key personnel who will be assigned to the project, minimally including: the Implementation Coordinator, technical lead(s) and training lead.

ImageTrend will work with the County upon Contract Signature to identify and complete a Project Management plan to include all staffing requirements.

d. Resumes

ImageTrend must provide resumes of all key staff that provides sufficient information to allow Arlington County to evaluate their capability and qualifications to perform proposed

implementation tasks. Support personnel proposed shall have the necessary level of training and experience with the application suite to ensure that the County is receiving expert-level support. ImageTrend may be requested to provide the County with a listing of all certificates, training courses and other relevant evidence to document the level of expertise of proposed support personnel.

Key Project Staff are defined by the following roles:

1. Implementation Manager
2. Training Lead
3. Implementation Coordinator

ImageTrend's proposed resources for each of these roles, and their related experience and qualifications, follows:

e. Roles

ImageTrend should describe roles and tasks for all key personnel proposed. ImageTrend should also identify whether this is their major assignment and a projection of other assignments they may be working on during the implementation period.

ImageTrend's Implementation Coordinators are well-versed in our needs for an efficient and timely implementation. Our agile development environment is "hands-on"; utilizing project management tools (TFS) for tracking, documentation and status reports in a supporting role. When using ImageTrend hosting, the base system can be ready for pilot testing within 30 days from the kick off meeting, with integrations taking 60 to 90 days from mutually agreed upon development requirements. Third party cooperation and database access may affect the duration. ImageTrend will assign an Implementation Coordinator to the County within ten business days of contract signature.

Implementation Coordinator

- Standard order fulfillment (basic integrations)
- Assist clients through planning, development, training and execution of the ImageTrend products
- Develop a project plan to monitor and track progress
- Coordinate resources across teams as needed
- Ensure quality is achieved as planned
- Report to respective stakeholders
- Ensure all project requirements and/or objectives are properly documented
- Successfully manage the relationship with the client and all stakeholders
- Manage changes to the project scope and schedule
- Report and escalate issues to Implementation Team Manager as needed
- Ensure timely activity, integration and productivity of technical support/integrations
- Document, obtain approval and track all changes in project parameters

- Document a weekly status update, as well as all obstacles, delays and claims in Implementation ticket
- Close all project documentation and submit invoicing milestones as applicable

f. Key Staff Replacement

ImageTrend's Implementation Coordinator and technical lead(s) will not be removed without prior approval by the Arlington County Project Manager and a suitable replacement is mutually agreed upon. In the event that any key staff member is removed prior to the above time period, a mutually agreeable detailed transition plan shall be developed for the County which includes a minimum 45-day succession plan before ImageTrend's Implementation Coordinator will be released, at no additional cost to the County. The purpose of this plan is to ensure minimal disruption to the project.

ImageTrend agrees with this requirement.

g. Level of Commitment

Key personnel, including the Implementation Coordinator and technical lead(s) are required to staff the project from project inception after final system acceptance. ImageTrend should describe for all key personnel what percentage of time each will be on project. ImageTrend should also provide information regarding who will be on site and when for each major phase of the project, who will be remote and the services each member will be providing.

ImageTrend will provide the County with this information within ten (10) business days of a contract being fully executed between ImageTrend and the County. ImageTrend will ensure that the proposed percentages are aligned with the implementation methodology described above.

h. Facilities Required

ImageTrend should describe the facilities that the County is required to provide on-site staff. (Note: The County will not provide dedicated space but will provide conference rooms and work cubicles on an as needed basis when on site. No County equipment will be provided.)

ImageTrend requires Internet connection and a projector for onsite meetings.

i. Background Checks

All ImageTrend personnel assigned to work on-site on the Fire RMS project will be required to undergo a criminal history check. Off-site personnel may also be subject to a criminal history check. Note that arrangements for required criminal history checks shall be made in advance with appropriate County personnel. The County reserves the right to reject any personnel proposed by ImageTrend for any reason. All key personnel will be required to sign a confidentiality agreement for access to sensitive data. Additionally, ImageTrend personnel having access to confidential or sensitive public safety information, to include VPN access, may be required to successfully complete a background investigation conducted by the Arlington County Police Department at ImageTrend's expense.

ImageTrend complies with this requirement.

j. Use of Project Management Book of Knowledge

Arlington County uses the Project Management Book of Knowledge (PMBOK) as a guide for implementation of all projects and requires a Project Management Plan. ImageTrend shall state its proposed use of PMBOK and the development of a Project Management Plan in its response to this SOW.

Please see implementation plan for more details below.

k. Implementation Management Plan

Implementation planning activities incorporate all the major project phases. ImageTrend shall state its proposed approach and staff for the implementation services listed in this section in its response to this Inquiry.

l. Implementation Approach

ImageTrend shall detail its approach to the following:

- a. Describe ImageTrend's process to complete each major project phase
- b. Describe ImageTrend's Deployment plan of all phases and why this methodology is being proposed.
- c. Describe ImageTrend's Risk Management and Mitigation plan that will be used to ensure successful implementation of all phases.
- d. Describe ImageTrend's Communication Plan that will be used to ensure successful implementation of all phases. Describe ImageTrend's escalation process of issues.
- e. Describe ImageTrend's Configuration Management plan that will be utilized to identify, manage, control and audit the project's configuration. (i.e. for managing system software, hardware and documentation changes throughout the development of the project.)

The goal of ImageTrend's implementation plan is to install the primary agency site for the client and assist in system configuration and understanding to promote ease of use, workflow and data entry. Included in the implementation plan is:

- An initial conference call with the system administrator and any other applicable participants to establish ongoing communication, as well as project roles, timelines and deliverables. The team will meet via webinar weekly for 4 - 6 weeks.
- A workbook provided by ImageTrend for the client to complete for importing data into the system. This includes destinations, staff, vehicles and station information.
- Time with ImageTrend staff to configure system-level settings to ensure run forms are fast and easy to use for the crew. ImageTrend will complete system walkthroughs and share best practices with the client, which are designed to help system administrators become technically competent with the configuration. ImageTrend will also complete website management training, which expands on system administrator training and includes scheduled tasks, views and PDF generation. These trainings promote self-sufficiency in maintaining the system.

Implementation includes, but is not limited to:

- Administrative functions
 - Site management
 - Product settings
 - NEMIS, NFIRS and state data reporting
 - Data exchange
 - Incident forms
 - Validation
 - Administrative reports
 - Report Writer
 - Visual Informatics
 - Data Mart
 - Hospital Dashboard (if applicable)
- Service level functionality
 - Staff setup
 - CE/training
 - Workflow (incl. QA/QI)
 - Add ePCR
 - Add NFIRS report
 - Inspections
 - Investigations (if applicable)
 - Elite Field (if applicable)
 - Elite Mobile Fire Inspections (if applicable)
- Other integrations
 - CAD integration (if applicable)
 - Billing integration (if applicable)
 - Telestaff integration
- Training plan (administrative, train the trainer)
 - Training is designed based on client needs as defined in the contract
- Testing and quality assurance will occur throughout the implementation process

Progress Checklist

ImageTrend utilizes a Project Plan, which has been included in the appendix, as well as a progress checklist to provide an overview of milestones and assignment during implementation of Elite, Elite Field and associated modules. This checklist is used as a working, living document that is updated and shared in order to keep all parties informed of the rollout as well as additional tasks that are required for completion. ImageTrend will work with the client at the onset of implementation to determine dates and additional tasks that may be necessary in the implementation process.

Title	Status	Date	Owner	Description & Comments
Establish Support Suite Account(s)			ImageTrend	

Title	Status	Date	Owner	Description & Comments
Initial Hardware order			ImageTrend	
Visual Informatics			ImageTrend	
DataMart			ImageTrend	
Present Implementation Timeline			ImageTrend	
Build Elite EMS Website			ImageTrend	
Send Elite EMS Data Import workbook			ImageTrend	
Initial Hardware delivery			ImageTrend	
Send Elite Field installation guides			ImageTrend	
Send CAD Integration workbook			ImageTrend	
Email logo(s)			Client	
Install Elite Field Applications			Client/ImageTrend	
Return completed Elite EMS Data Import Workbook			Client	
Import Elite EMS Data Workbook			ImageTrend	
Implementation Kickoff (System Walkthrough 1)			Client/ImageTrend	
CAD/Telestaff Kickoff Meeting			Client/ImageTrend	
Send completed CAD workbook with sample files to ImageTrend			Client	
CAD Development, Configuration & Testing			ImageTrend	
Install Windows Service & apply configuration file			Client	
Test CAD Integration			Client	
Billing Configuration & Testing			Client	
Test Billing Export			Billing Company	
System Walkthrough (2)			Client/ImageTrend	
System Walkthrough (3)			Client/ImageTrend	
System Walkthrough (4)			Client/ImageTrend	
System Walkthrough (4+)			Client/ImageTrend	
System Testing			Client	
Schedule Onsite Training			Client/ImageTrend	

Title	Status	Date	Owner	Description & Comments
Organize Onsite Training Agenda			Client/ImageTrend	
Conduct Onsite Training			ImageTrend	
Complete Crew Training			Client/ImageTrend	
Go-Live Preparation			Client	
Go-Live			Client	

Communication and Coordination

The overall success of the project requires a close working relationship between the client and ImageTrend. The project as detailed has various status checkpoints and scheduled meetings to ensure project performance.

The project begins with a kickoff meeting to establish project roles, provide your project team with an introduction to the key components of ImageTrend solutions, and to introduce best practices into all phases of the project. High-level planning is required to help establish system requirements and estimates of resource requirements and task durations. This can be achieved through the use of ImageTrend’s standard project plan. The following guidelines are base responsibilities for all project team members:

- Be a vital part of the project team that will carry the project through to completion.
- Provide a single point of contact for the customer on all issues.
- Assist the customer in helping them ensure that project deadlines are met and that deliverables are provided as discussed.
- Coordinate tasks between different departments and functions within the company.
- Identify and resolve project conflicts and issues.

Implementation Manager

ImageTrend’s Implementation Managers are well versed in the need for an efficient and timely implementation. Our agile development environment is “hands-on”; utilizing project management tools (TFS) for tracking, documentation and status reports in a supporting role.

Client Roles

Although ImageTrend team members will provide the majority of the staff required for this implementation, it is recommended that the client have a project manager, who should be assigned as a fulltime employee during the initial phase of the project or similar staff member as the single point of contact. This person should participate in all meetings and help in the coordination of final requirements gathering, stakeholder input coordination, ongoing project status reviews, acceptance testing and training logistics coordination.

Quality Assurance

A quality plan is established at the onset of the project and followed through the entire development lifecycle and into implementation. This plan includes the quality goals for the project, including schedule variance, effort variance and post defect density. For off-site customer support services, these goals also include turnaround time, first time right solution, process compliance and effective communication.

Ongoing Support/Support Desk

2. Policy and Process Changes

The County understands the implementation of a new Fire RMS system will require new business processes and a change in policies, procedures and training protocols for public safety communications, Fire, EMS, and the County Department of Technology Services. ImageTrend shall describe any organizational change management solutions provided by ImageTrend that are a component of the response. Please include a description of your standard processes and methodology for change management. ImageTrend will work with Arlington to identify and implement opportunities to improve business processes.

3. Data Conversion

The County has 10 years of inspections data that needs to be converted or made available for easy access. ImageTrend must include a detailed data conversion plan that describes all ImageTrend and Arlington County processes and activities required to successfully migrate the data from the current Inspections systems. ImageTrend shall submit a data conversion plan that includes the following:

- ImageTrend's proposed data conversion and validation process and tasks
- Specific functionality and features of the proposed solution(s).
- Specific roles and responsibilities for the County's resources, as well as recommended skills of personnel performing County tasks.
- Specific roles and responsibilities for ImageTrend's resources, as well as recommended skills of personnel performing ImageTrend's tasks.
- Qualification and experience of ImageTrend staff proposed for the data conversion task.
- A description of ImageTrend's proposed automated data conversion tools.

ImageTrend's goal in any solution is to streamline data flow and maximize data usage. We have developed and performed many data conversion plans, which require a Statement of Work to ensure complete understanding and definition for the plan for converting data between disparate systems. Systems standardized on NFIRS 5.0 reduce conversion difficulties and reduce costs. Some of the important aspects of a good data conversions strategy are understanding how and if the data will be used once it is converted, whether the old system database can be retained or if summary data is available for the old system, and if the new system has the same data fields available as the old

system.

To accomplish this, we have a team that thoroughly investigates the existing data and requirements and develops a data conversion plan for those instances when a singular import of existing data into the new database is required. In these instances, the file import method, dataport technology and accurate mapping are the keys to success. ImageTrend has experience in importing legacy data from various Fire Records Management Systems. ImageTrend has two methods for data import. ImageTrend can provide the client with a workbook which the client fills out for import into the system. This import is included at no cost and will bring in the occupants, and hydrants.. The other option is a custom import which would be based on a Statement of Work at ImageTrend's standard development rate. This import is utilized to bring in additional legacy data including inventory, training and activities and inspections.

Inspections & Permitting System

Description	Approximate Volume
Database	9000 MB

ImageTrend must provide the best solution(s) and option(s) it deems applicable, in its technical proposal response, and provide a cost for completing these services as part of its Cost Proposal response.

ImageTrend must include in its cost proposal a description of all assumptions upon which it is based. In addition, ImageTrend's implementation schedule should clearly identify the proposed schedule for completing all tasks related to data conversion.

4. Data Migration

The County desires to migrate all NFIRS code tables, nature codes and other data fields such as IFC Codes 2006, IFC Codes 2009 and VA2012 Codes in the current database to avoid having to retype the information into the new systems. The exact fields to be migrated will be determined during the implementation phase of the project. ImageTrend shall state its proposed approach and cost to data migration in its response to this SOW.

ImageTrend will work with the County of to identify and scope out the multiple Integrations needed by the County. Currently the quote identifies the required Integrations. In order to successfully perform the integrations, ImageTrend requires a Statement of Work for each one. This could lead to an additional cost to the County.

5. Interface Plan

The County prefers that the new FRMS system be able to query, add, or modify information stored in various third party systems; including CAD systems, various FRMS systems employed by the County and partner jurisdictions and the County's GIS system. This includes Federal and State of Virginia systems.

The cost for each interface shall be listed separately. Arlington County may choose any, all or none of the proposed interfaces. ImageTrend shall provide its proposed solution for each interface listed on the Interface List Worksheet including:

- Methodology that will be employed.
- Functionality and features.
- Technical specifications.
- Experience with this type of interface.
- Performance specifications.
- Testing strategy.

Additionally, ImageTrend shall provide a list of the interfaces it has previously developed and are available between the proposed Fire RMS system and other County applications. ImageTrend shall state its proposed approach to interfaces in its response to this SOW.

ImageTrend has reviewed and completed the interface list given by the County. Currently the quote identifies the required Integrations. In order to successfully perform the integrations, ImageTrend requires a Statement of Work for each one. This could lead to an additional cost to the County.

6: Testing Services

The County expects all aspects of the FRMS be successfully tested and the system made ready for cutover prior to conducting system operations training. If ImageTrend proposes test plans and scenarios to demonstrate its compliance with the functional requirements, each functional requirement in the Functional Requirements matrix must be matched to a test. All proposed test plans will be agreed upon by the County prior to testing. The County's minimum expectations are as follows:

Testing Reporting and Acceptance Protocol: For each of the tests enumerated below, unless explicitly stated otherwise, ImageTrend shall report all preliminary test results in writing to the County Project Manager. Within fifteen (15) calendar days, the County Project Manager shall respond in writing with acceptance of the testing results, rejection of the testing results and a request for changes, or a notification that the County Project Manager will require additional time to review the testing results, and the time period in which the County Project Manager intends to respond to the testing results.

If the County Project Manager rejects the testing results, the County Project Manager will inform ImageTrend of deficiencies in the testing results or methodology, and what needs to be changed. ImageTrend shall make the necessary corrections and re-test and resubmit the test results to the County Project Manager. Within fifteen (15) calendar days of receiving the new test results, the County Project Manager shall respond in writing with one of the three responses enumerated in the paragraph above.

a. Preliminary Testing

The RMS and ePCR system shall be tested as various components of the system are installed. Each component of the system shall be tested to ensure it operates as designed. The results of all preliminary tests shall be reported in writing to the County Project Manager. Any and all preliminary test failures shall be resolved to the County's satisfaction.

b. System Testing

Once the RMS system is completely installed and configured, the system shall be tested to ensure the system is operating as designed. The results of all system tests shall be reported in writing to the County Project Manager. Any and all system test failures shall be resolved to the County's satisfaction

c. Interface Testing

Each interface shall be tested to the County's satisfaction. Each interface must meet the design specifications for the interface. The results of all interface tests shall be reported in writing to the County Project Manager. Any and all interface test failures shall be resolved to the County's satisfaction.

d. Integration Testing

Once System and Interface Testing is completed, the system shall be tested as a whole. The system shall operate as designed by the manufacturer. The results of all integration tests shall be reported in writing to the County Project Manager. Any and all integration test failures shall be resolved to the County's satisfaction.

Acceptance Testing consists of two phases: (1) preliminary acceptance testing and (2) reliability testing.

e. Factory Acceptance Testing

ImageTrend shall first conduct the factory acceptance test. If at any time during the preliminary acceptance test, the system reveals any major and minor defects as described in the Institute of Electrical and Electronics Engineers (IEEE) Standard 1044-2009 - IEEE Standard Classification for Software Anomalies, ImageTrend shall resolve the outstanding issues with the identified defect before moving on to the next step in the test plan. Major Defects are considered to be issues that fall in the category of Error Level 1 (P1) or Error Level 2 (P2) system errors while Minor Defects are considered as issues that fall in the category of Error Level 3 (P3) or Error Level 4 (P4) system issues as described in the System Error Level Categories in Section 7 Testing Services – i(b).

f. User Acceptance Testing

Once all of the FAT issues have been addressed, the County along with assistance from ImageTrend will commence User Acceptance Testing from the beginning, in its entirety, until the system can pass user acceptance testing without any defects. ImageTrend shall describe its trouble reporting, priority, and severity plan for this process, which describes responses to failed user acceptance tests to include when the testing must be held in abeyance, and re-started from the beginning (in its entirety) as may be required by the County.

The Acceptance Test Plan (ATP) shall use County's approved data and include report generation.

- The final acceptance test shall exercise all functionality and components successfully.
- ImageTrend shall test backup / recovery features successfully.

- The failure of any specific portion of a test may require that the entire test be rerun, not just the failed portion of the test.
- Describe ImageTrend's ability to meet these specifications.
- Describe the process for migration from one environment to another (i.e., test environment to production).
- Describe ImageTrend's Risk Management to ensure successful ATP processes.
- Regression Testing.

g. Stress Testing

A system stress test shall be conducted on the RMS system once interface testing is completed. The stress test must successfully demonstrate the system's ability to operate under a maximum load. The results of all stress tests shall be reported in writing to the County Project Manager. Any and all stress test failures shall be resolved to the County's satisfaction.

h. Reliability Testing

During Reliability Testing, the newly installed system shall be in production and perform for a minimum of ninety (90) consecutive days without degradation of any kind in order for the reliability test to be satisfied. The purpose of this test is to demonstrate the Imagetrend Elite Rescue software as delivered can perform under live operational conditions and continue to perform at a level consistent with specifications as set forth in this Agreement. If any P1 and P2 or numerous P3 and P4 are discovered, the Reliability Testing shall halt and ImageTrend shall resolve any and all issues. Once all issues have been addressed, the County with assistance from ImageTrend will recommence the reliability test process from the beginning (in its entirety) as may be required by the County. The system shall not be deemed to have passed Reliability Testing until it can successfully perform for ninety (90) consecutive days without defect. If there are issued identified during Reliability Testing that impacts the functions approved in preliminary acceptance testing, ImageTrend shall, at the County's direction and sole discretion, put the system through preliminary acceptance testing.

The level of system reliability is inversely related to the error levels described below.

- i. Error Level 1 (P1) – Critical system errors, which are defined as, Loss of Data, Corruption of Data, or Loss of Productive Use of the System. In the event this type of error occurs, the County will immediately notify ImageTrend and the ninety (90) day Reliability period will be cancelled. ImageTrend personnel shall promptly resolve the problem at no additional cost and a new ninety (90) day Reliability Period will begin. Once the system operates for 90 consecutive days without an Error Level 1, the ninety (90) day Reliability test will be completed.
- ii. Error Level 2 (P2) – Critical errors exist when the primary purpose of the FRMS and ePCR software is compromised and productive use of the system is significantly impacted. A procedural workaround is either not immediately or readily available or has been proposed and has been found to be unacceptable by the County. In the event this type of error occurs, the County will immediately notify ImageTrend and the thirty (90) day Reliability period will be suspended. ImageTrend's personnel shall promptly resolve the

simultaneous users by utilizing automated tests running across multiple Virtual Machines. Throughout this process, QA monitors application performance and page load times to determine if any improvements need to be made. E. Regression Testing the Quality Assurance (QA) team performs a variety of regression tests both manual and automated. Nightly automation is ran on all internal testing applications to ensure continued quality of core functionality and detect issues as soon as possible during the development process. The automated tests were determined by the QA team to be high priority tests, and must always be working correctly. A larger manual regression suite is tested along with the automation suite on a mock production site prior to releasing the code to production.

7. Training Services

The County desires the ability to modify ImageTrend's training documentation, as deemed needed by the County to train its current and future staff. ImageTrend shall state its position on granting the County permission to modify, copy and use the training documents provided to the County, and provide said documents in an MS Word or other editable format.

ImageTrend shall be responsible for providing online access through ImageTrend University to training materials and take-away documents such as:

- Instructor Manual(s).
- Student Training Manual(s).
- All manuals in Microsoft Word format.
- All manuals in other media format (HTML and Adobe Acrobat PDF).
- Master videos or DVDs of pre-recorded training.
- Keyboard templates.
- On-Line and Computer Based Training.

All training materials must be edited to reflect the County's specific environment, technology and post-configured screen shots. The County will work with ImageTrend to document and edit the training materials to match the County's implementation state and business processes. The County expects to receive final versions of training materials in hardcopy and electronic formats, using the Microsoft Office suite of applications.

Training shall be provided for each product in the proposed solution. Any additional training recommended by ImageTrend shall be offered in the proposal. ImageTrend shall state its proposed approach to training in its response to this SOW.

The County desires ImageTrend to provide all training services and that all training be completed on the final version of the application within 30 days of cutover. ImageTrend shall provide the syllabus, duration, class size limit and any prerequisites for each type of class listed below.

a. Maintenance Support

The County desires a list of the classes to train County staff to support the proposed FRMS solution. The training shall be sufficient for the technicians to be certified on the system by ImageTrend.

b. System Administration

System Administration training shall be provided to County staff. This training shall equip staff to properly administer the system at a network and application level.

c. Supervisor Training

Supervisor training shall provide Fire Department supervisors with the knowledge needed to perform supervisory functions on the system.

d. System Operations Training

System operation training shall provide all staff using the system with the knowledge needed to efficiently and effectively operate the FRMS system.

e. Train the Trainer Training

The County intends for ImageTrend to provide Train the Trainer training for a selected number of end users. These end users will in turn train County staff. The County desires selected members of its Fire staff to be trained as trainers adequately equipped to conduct System Operations training for future staff members.

ImageTrend agrees with this requirement.

8. Cutover and Post Cutover Support

The County shall approve cutover activities in advance. A cutover working group composed of ImageTrend and County personnel will be formed to develop a detailed migration plan and the actual execution of the FRMS system cutover. ImageTrend shall include in its proposal and pricing the number and skills of its staff that will be present for the cutover and the length of each member's anticipated stay immediately following cutover.

Arlington County requires that ImageTrend provide 24/7 support for a minimum of one (1) week following the successful cutover of the new Fire RMS system. ImageTrend shall provide Arlington County with a proposed backup plan should the new Fire RMS system experience a significant or catastrophic failure within the first two weeks after cutover. ImageTrend shall state its proposed approach to cutover and post cutover support in its response to this SOW.

The County expects ImageTrend to provide ongoing support for its proposed FRMS solution. This includes access to help desk staff, incident and problem management, software and firmware patches and upgrades, access to all levels of support staff and problem resolution. ImageTrend shall state the manner in which they plan to comply with this requirement.

ImageTrend provides support for its full product suite and hosting services. Support includes technical diagnosis and resolutions of technical issues involving software and server hardware. Technical support and service is provided in the areas of:

- Website hosting and support
- Web application development/enhancement
- Database administration/support
- Project management
- Systems engineering/architecture

Upgrades and New Version Releases

ImageTrend manages all aspects of the software implementation and server infrastructure when a client chooses to host with us. Enhancements are applied following a release schedule, which includes notification of when the upgrade or maintenance is scheduled for and what can be expected following the upgrade. Sufficient time is provided to accommodate any client concerns or constraints. Our virtual infrastructure allows many upgrades or fixes to be applied without system downtime or service disruption. Updates to Elite Field™ occur simultaneously with upgrades to ImageTrend Elite™. The updates are pushed automatically and do not require human interaction.

The contents of the updates are determined by customer request levels and necessity. Our clients are instrumental in providing insight for determining the necessity and value of requested product enhancements.

ImageTrend support agreements include software updates so that applications continually offer the latest technology and provide new features. We encourage all clients to take advantage of these updates. If the client does not accept these, the client should be advised that ImageTrend, at its discretion, may offer limited support for previous versions. All code releases also maintain the integrity of any client specific configurations (i.e. templates, addresses, staff information, active protocols, etc.) that have been implemented either by ImageTrend's implementation staff or the client's administrative staff.

System Documentation

ImageTrend provides the most up-to-date documentation, including administrator and user manuals and release notes for any upgrades. With a support agreement, this documentation and supporting educational videos, presentations and other documents can be found at ImageTrend University, which can be accessed via your application. Documentation updates are available online at no cost.

System Maintenance

Change Request

When a client makes a change request, we apply that to other users and their needs to determine if it would be beneficial to others in the EMS community – from the local volunteer organization to the regional users to mid and large size cities and state governments. If the requested change would be beneficial to the product as a whole, it may be included in a version release. For client-specific requests, we seek further mutual understanding. Sometimes product understanding meets the intended outcome of the change request or a work around is found. If neither of these meets the needs of the client, we can establish a Statement of Work to customize the application for the specific client for additional fees.

Support Staff

ImageTrend's support staff includes EMS, fire and hospital professionals who are well versed in the technical aspects of our products. They are either well trained on the software, have used it in the field, or are the developers of the system.

Incident Reporting

Malfunctions

ImageTrend makes all efforts to correct malfunctions that are documented and reported by the client. ImageTrend acknowledges receipt of a malfunction report from a client and acknowledges the disposition and possible resolution thereof according to the Service Level Agreement. If the malfunction reported prevents all useful work from being done, or disables major functions from being performed, we undertake immediate corrective action to remedy the reported issue. If the malfunction reported represents a non-mission critical issue, reasonable corrective action to remedy the malfunction within three business days will be taken. If the malfunction reported disables only non-essential functions, resulting in degraded operations, we undertake reasonable corrective action to remedy the reported malfunction within a reasonable time period.

Submission

All support requests received by either direct phone contacts, Support Desk and support@imagetrend.com are recorded by client, incident description and disposition into our support log.

Support Log

Information regarding outstanding problems, fixes, modifications and improvements will be available to the client electronically and published on a regular basis to a Project Support Log which will be available for the client's access.

IMAGE TREND AGREEMENT.14.2

Final Audit Report

2020-02-14

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